



PATENTS  
174/079Re

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Nghia Tran, Ying Xuan Li, Janusz Balicki,  
and John Costello

Application No.: 10/084,757 Confirmation No.: 4411

Filed : October 19, 2001

For : SYSTEM FOR COUPLING PROGRAMMABLE LOGIC  
DEVICE TO EXTERNAL CIRCUITRY WHICH SELECTS A  
LOGIC STANDARD AND USES BUFFERS TO MODIFY  
OUTPUT AND INPUT SIGNALS ACCORDINGLY

Group Art Unit : 2819

Examiner : Daniel D. Chang

STATEMENT OF FACTS UNDER 37 C.F.R § 1.47(a)

There are four inventors in Application No.

10/084,757. Three of the four inventors executed a Supplemental  
Reissue Declaration. The fourth inventor, Ying Xuan Li, cannot  
be reached.

Ying Xuan Li is a former employee of Altera  
Corporation ("Altera"), the assignee of the above-identified  
application (see Assignment dated October 16, 1995, reel 7731,  
frame 0986, and Assignment dated November 10, 1997, reel 8816,  
frame 808; copies attached). A package including copies of the  
Supplemental Reissue Declaration was sent on December 2, 2004  
via Federal Express to Ying Li's last known address:

902 Cottonwood Drive, Cupertino, CA 95014. The Federal Express  
01/13/2005 MAHME1 00000022 061075 10084757  
01 FC:1463 70.00 DA 130.00 DP

{00019437.DOC}

Express Mail No.  
EV371748205US

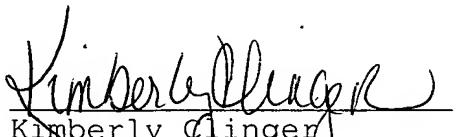
package was delivered on December 3, 2004, but the Supplemental Declaration was not returned to Altera.

A search on the Internet yielded a few telephone numbers that could possibly be Ying Li's. However, attempts at reaching Ying Li at each of these phone numbers has not resulted in positive confirmation of Ying Li's location.

Accordingly, it was determined that Ying Li cannot be reached.

I understand the English language and that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and, further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

1/7/05  
Date

  
\_\_\_\_\_  
Kimberly Clinger  
Senior Patent Paralegal  
Altera Corporation

MARCH 31, 1996



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

PTAS RECEIVED



APR 05 1996

\*100106778A\*

FISH & NEAVE - PATENT DEPT.  
REFERRED TO KWM  
NOTED BY KWM

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/16/1995

REEL/FRAME: 7731/0986  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

TRAN, NGHIA

DOC DATE: 10/03/1995

ASSIGNOR:

L. YING X.

DOC DATE: 10/08/1995

ASSIGNOR:

BALICKI, JANUSZ

DOC DATE: 10/03/1995

ASSIGNOR:

COSTELLO, JOHN

DOC DATE: 10/03/1995

ASSIGNEE:

ALTERA CORPORATION  
2610 ORCHARD PARKWAY  
SAN JOSE, CALIFORNIA 95134-2020

SERIAL NUMBER: 08543649

FILING DATE: 10/16/1995  
ISSUE DATE:

PATENT NUMBER:

Express Mail No..  
EV371748205US

LAWAN FLETCHER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

A S S I G N M E N T

WHEREAS, we, Nghia Tran, Ying Xuan Li, Janusz Balicki, and John Costello, residing, respectively, at 2926 Vista Creek Drive, San Jose, California 95133, 4200 The Woods Drive, Apt. 906, San Jose, California 95136, 6235 Balsamo Drive, San Jose, California 95129, and 2970 Crystal Creek Drive, San Jose, California 95133, have made an invention in:

PROGRAMMABLE I/O DEVICES AND  
METHODS FOR USING SAME IN  
PROGRAMMABLE LOGIC DEVICES

and are about to make application for United States Letters Patent therefor, the same being executed by us on even date or dates herewith; and

WHEREAS, ALTERA CORPORATION, a corporation organized and existing under the laws of California and having an office and place of business at 2610 Orchard Parkway, San Jose, California 95134-2020 is desirous of acquiring the entire interest in said invention, said United States patent application and in any Letters Patent which may issue thereon;

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to each of us paid, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto the said ALTERA CORPORATION, its successors, assigns and legal representatives, all right, title and interest in and to said invention and any improvements thereon for all countries of the world, and in and to said United States patent application, including any continuations and divisions thereof, and any substitute applications therefor, and including the right to claim priority under the International Convention based on said patent application, and any patent which may issue thereon,

and any reissues of the same; and all right, title and interest in and to every patent application filed or to be filed on said invention in any other country, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same; and we hereby authorize and request competent authorities to grant and issue any and all patents on said invention to the said ALTERA CORPORATION, as the assignee of the entire interest therein; and we further agree to execute upon request of the assignee such additional documents, if any, as are necessary and proper to secure patent protection on said invention throughout all countries of the world, and to otherwise give full effect to and perfect the rights of the assignee under this Assignment.

IN TESTIMONY WHEREOF, we have hereunto signed our names and affixed our seals on the date(s) indicated hereinafter.

10/03/95  
Date

Nghia Tran  
Nghia Tran

10/08/95  
Date

Ying Xuan Li  
Ying Xuan Li

10/3/95  
Date

Janusz Balicki  
Janusz Balicki

10/3/95  
Date

John Costello  
John Costello



AL/079

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JANUARY 14, 1998

RECEIVED



\*100582420A\*

JAN 23 1998

FISH & NEAVE - PATENT DEF  
REFERRED TO

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/10/1997

REEL/FRAME: 8816/0808  
NUMBER OF PAGES: 11

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ALTERA CORPORATION (CORPORATION  
OF CALIFORNIA)

DOC DATE: 06/18/1997

ASSIGNEE:

ALTERA CORPORATION (CORPORATION OF DELAWARE)  
101 INNOVATION DRIVE  
SAN JOSE, CALIFORNIA 95134

SERIAL NUMBER: 08519045  
PATENT NUMBER:

FILING DATE: 08/24/1995  
ISSUE DATE:

SERIAL NUMBER: 08543649  
PATENT NUMBER:

FILING DATE: 10/16/1995  
ISSUE DATE:

SERIAL NUMBER: 08547426  
PATENT NUMBER:

FILING DATE: 10/24/1995  
ISSUE DATE:

SERIAL NUMBER: 08555283  
PATENT NUMBER:

FILING DATE: 11/08/1995  
ISSUE DATE:

8816/0808 PAGE 2

SERIAL NUMBER: 08533689  
PATENT NUMBER:

FILING DATE: 09/26/1995  
ISSUE DATE:

SERIAL NUMBER: 08544866  
PATENT NUMBER:

FILING DATE: 10/18/1995  
ISSUE DATE:

SERIAL NUMBER: 08555109  
PATENT NUMBER: 5717901

FILING DATE: 11/08/1995  
ISSUE DATE: 02/10/1998

SERIAL NUMBER: 08560362  
PATENT NUMBER:

FILING DATE: 11/17/1995  
ISSUE DATE:

SERIAL NUMBER: 08586087  
PATENT NUMBER: 5691653

FILING DATE: 01/16/1996  
ISSUE DATE: 11/25/1997

SERIAL NUMBER: 08600339  
PATENT NUMBER:

FILING DATE: 02/13/1996  
ISSUE DATE:

DIANE RUSSELE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES: "ALTERA CORPORATION", A CALIFORNIA CORPORATION, WITH AND INTO "ALTERA CORPORATION" UNDER THE NAME OF "ALTERA CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF JUNE, A.D. 1997, AT 4 O'CLOCK P.M.

2733002 8100M  
971235414



*Edward J. Freel*  
Edward J. Freel, Secretary of State  
8560202  
AUTHENTICATION: 07-16-97  
DATE:

AGREEMENT AND PLAN OF MERGER  
OF ALTERA CORPORATION  
A DELAWARE CORPORATION  
AND  
ALTERA CORPORATION  
A CALIFORNIA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of June 18, 1997 (the "Agreement") is between Altera Corporation, a Delaware corporation ("Altera-Delaware") and Altera Corporation, a California corporation ("Altera-California"). Altera-Delaware and Altera-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Altera-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 400,000,000 shares, all of which are designated "Common Stock", \$0.001 par value. As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Altera-California.

B. Altera-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 160,000,000 shares, all of which are designated "Common Stock". As of March 13, 1997, 88,133,415 shares of Common Stock were issued and outstanding.

C. The Board of Directors of Altera-California has determined that, for the purpose of effecting the reincorporation of Altera-California in the State of Delaware, it is advisable and in the best interests of Altera-California that Altera-California merge with and into Altera-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Altera-Delaware and Altera-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Altera-Delaware and Altera-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Altera-California shall be merged with and into Altera-Delaware (the "Merger"), the separate existence of Altera-California shall cease and Altera-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation", and the name of the Surviving Corporation shall be Altera Corporation.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

- (a) This Agreement and the Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;
- (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;
- (c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and
- (d) An executed Agreement and Plan of Merger meeting the requirements of California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger" or the "Effective Date."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Altera-California shall cease and Altera-Delaware, as the Surviving Corporation, (i) shall continue to possess all of Altera-California's assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Altera-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Altera-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Altera-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Altera-California in the same manner as if Altera-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Altera-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The Bylaws of Altera-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors. The directors of Altera-Delaware immediately preceding the Effective Date shall become the directors of the Surviving Corporation on or after the Effective Date to serve until the expiration of their terms and until their successors are duly elected and qualified.

2.4 Officers. The officers of Altera-Delaware immediately preceding the Effective Date shall become the officers of the Surviving Corporation on or after the Effective Date to serve at the pleasure of its Board of Directors.

### III. MANNER OF CONVERSION OF STOCK

3.1 Altera-California Common Shares. Upon the Effective Date of the Merger, each share of Altera-California Common Stock issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation.

### 3.2 Altera: California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Altera-California under, and continue, its 1987 Stock Option Plan, 1996 Stock Option Plan, 1988 Director Option Plan, 1987 Employee Stock Purchase Plan and all other employee benefit plans of Altera-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, Altera-California Common Stock (a "Right") shall become, subject to the provisions in Section 3.2(c), an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each one (1) share of Altera-California Common Stock issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Altera-California Right at the Effective Date of the Merger. This Section 3.3(a) shall not apply to outstanding shares of Altera-California Common Stock. Such outstanding shares of Common Stock are subject to Section 3.1.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of Altera-California Common Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right would

otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the Altera-California's 1987 and 1996 Stock Option Plans, as amended, that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.3 Altera-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Altera-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Altera-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Altera-California Common Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Altera-California Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Altera-California Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Altera-California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

#### IV. GENERAL

4.1 Covenants of Altera-Delaware. Altera-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Altera-Delaware of all of the franchise tax liabilities of Altera-California.

(c) Take such other actions as may be required by the California General Corporation Law

4.2 Further Assurances. From time to time, as and when required by Altera-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Altera-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Altera-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunitics, powers, franchises and authority of Altera-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Altera-Delaware are fully authorized in the name and on behalf of Altera-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Altera-California or of Altera-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Altera-California or by the sole stockholder of Altera-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the

adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is One Rodney Square, 10th Floor, Tenth and King Streets, Wilmington, County of New Castle, Delaware 19801, and RL&F Service Corp. is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2610 Orchard Parkway, San Jose, California 95134, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Altera-California and Altera-Delaware is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

ALTERA CORPORATION  
a Delaware corporation

By: 

Rodney Smith, President and  
Chief Executive Officer

ATTEST:



C. Wendell Bergere, Secretary

ALTERA CORPORATION  
a California corporation

By: 

Rodney Smith, President and  
Chief Executive Officer

ATTEST:



C. Wendell Bergere, Secretary

ALTERA CORPORATION  
A Delaware Corporation

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER

C. Wendell Bergers declares and certifies that:

1. He is a Vice President and the Secretary of Altera Corporation, a Delaware corporation (the "Corporation").
2. The principal terms of the Agreement and Plan of Merger in the form attached to this Certificate have been approved by the Board of Directors and the shareholders of the Corporation.
3. The Corporation has only one class of shares and the number of shares of that class outstanding is 1,000, all of which were entitled to vote on the merger.
4. The vote required was the affirmative vote of a majority of the outstanding shares and the principal terms of the Agreement and Plan of Merger in the form attached were approved by the vote of a number of shares that equaled or exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the statements contained in this Certificate are true and correct of his own knowledge.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Approval of Agreement and Plan of Merger as of June 19, 1997, in San Jose, California.

  
\_\_\_\_\_  
C. Wendell Bergers,  
Vice President and Secretary

ALTERA CORPORATION  
A California Corporation

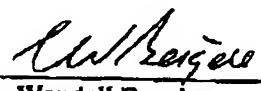
CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER

C. Wendell Bergere declares and certifies that:

1. He is a Vice President and the Secretary of Altera Corporation, a California corporation (the "Corporation").
2. The principal terms of the Agreement and Plan of Merger in the form attached to this Certificate have been approved by the Board of Directors and by the shareholders of the Corporation on June 18, 1997 at its annual meeting of shareholders.
3. The Corporation has only one class of shares and the number of shares of that class outstanding on March 13, 1997, the record date ("Record Date") for the foregoing annual meeting of shareholders, was 88,133,415, all of which were entitled to vote on the merger.
4. The vote required was the affirmative vote of a majority of the shares outstanding as of the Record Date, and the principal terms of the Agreement and Plan of Merger in the form attached were approved by the vote of a number of such shares that equaled or exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the statements contained in this Certificate are true and correct of his own knowledge.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Approval of Agreement and Plan of Merger as of June 19, 1997, in San Jose, California.

  
\_\_\_\_\_  
C. Wendell Bergere,  
Vice President and Secretary